

# GMS Platform: 3<sup>rd</sup> Party EULAs

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## 1. Microsoft .Net Framework – 3.5 SP1

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**4. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

**a. Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Extension Manager. The Extension Manager can retrieve other software through the internet from the Visual Studio Gallery website. To provide this other software, the Extension Manager sends to Microsoft the name and version of the software you are using and language code of the device where you installed the software. This other software is provided by third parties to Visual Studio Gallery. It is licensed to users under terms provided by the third parties, not from Microsoft. Read the Visual Studio Gallery terms of use for more information.
- Real Simple Syndication ("RSS") Feed. This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.

**b. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

## **5. SILVERLIGHT 3 AND SILVERLIGHT 3 SOFTWARE DEVELOPMENT KIT**

**INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with Silverlight. It may change or cancel them at any time.

**a. Automatic Updates.** Silverlight contains an Automatic Update feature that is on by default. For more information about this feature, including instructions for turning it off, see <http://go.microsoft.com/fwlink/?LinkId=147032>. You may turn off this feature while Silverlight 3 is running ("opt out"). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet

protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, the type of operating system, browser and name and version of Silverlight you are using, and the language code of the device where you installed Silverlight, and (c) automatically download and install, or prompt you to download and/or install, current Updates to Silverlight. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of Updates.

**b. Microsoft Digital Rights Management.** If you use Silverlight to access content that has been protected with Microsoft Digital Rights Management (DRM), in order to let you play the content, the software may automatically request media usage rights from a rights server on the Internet and download and install available DRM Updates. For more information, see <http://go.microsoft.com/fwlink/?LinkId=147032>.

**c. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD.** Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE AVC AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com) .

For clarification purposes only, the Notice in this Section does not limit or inhibit the use of the software provided under this agreement for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

**6. LICENSE TERMS FOR MICROSOFT SQL SERVER SOFTWARE COMPONENTS.** The software is accompanied by Microsoft SQL Server software components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ..\Program Files\Microsoft Visual Studio 2010\Licenses.

**7. .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

**MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkId=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkId=66406>.

**8. OTHER WINDOWS COMPONENTS.** The software contains certain .dll's related to Microsoft Build and Microsoft Web Deploy technologies. These files are part of Windows. The license terms for Windows apply to your use of these .dll's.

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- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

**10. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

**11. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**12. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”

**13. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

**14. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**15. SUPPORT SERVICES.** Microsoft provides support services for the software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx). Such support will be subject to the following clarification related to jQuery and jQuery Validation. The software may contain the jQuery javascript library and the jQuery validation javascript library, which is licensed under the MIT License. For a copy of that license please see [www.opensource.org/licenses/mit-license.php](http://www.opensource.org/licenses/mit-license.php). We do not claim to “own” jQuery or jQuery Validation. While we offer our regular support options for the rest of the Microsoft software, the support we offer for jQuery and jQuery Validation will be as follows:

- Support is for the particular jQuery and jQuery Validation code that is included in the software, and only for requests from users of the software.
- We will take in customer inquiries. We will, at our option, submit bug fixes to the jQuery or jQuery Validation team on behalf of our customers.
- Support does not include feature requests. For feature requests, we will direct you to contact the jQuery or jQuery Validation team directly.

- Support does not include distribution of fixes broadly, such as via a Service Level Agreement. We may, however, provide targeted fixes to our customers on a case-by-case basis or suggest a fix so that customers can apply it at their own discretion.
- If jQuery or jQuery Validation is discontinued as an ongoing project, then our ability to support it will also need to end at that time. We may also choose to discontinue this support for any other reason.

**16. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

**17. APPLICABLE LAW.**

**a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

**b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**18. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

**19. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
- It also applies even if
- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

### 3. Microsoft Visual Studio 2005 Redistributables (x86/x64)

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- updates,
- supplements,
- Internet-based services, and
- support services

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**AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.**

**NOTICE: APPLICATIONS AND SERVICES BUILT WITH MICROSOFT VISUAL J# 2005 WILL RUN ONLY IN THE MICROSOFT .NET FRAMEWORK. VISUAL J# 2005 HAS BEEN INDEPENDENTLY DEVELOPED BY MICROSOFT.**

**IT IS NOT ENDORSED OR APPROVED BY SUN MICROSYSTEMS, INC. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.**

#### 1. OVERVIEW.

- a. **Software.** The software includes development tools, software programs and documentation.
- b. **License Model.** The software is licensed on a per user basis.

#### 2. INSTALLATION AND USE RIGHTS.

- a. **General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. **Included Microsoft Programs.** These license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
- c. **Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.

#### 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- b. **Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
  - i. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."
    - **REDIST.TXT Files.** You may copy and distribute the object code form of code listed in REDIST.TXT files.

- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as “sample.”
- Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.
- MFCs, ATLS and CRTs. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLS), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.
- MDAC. You may copy and distribute the object code form of the MDAC\_TYP.EXE file.
- Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

**ii. Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.

**iii. Distribution Restrictions.** You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
  - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
  - distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than the Windows platform;
  - include Distributable Code in malicious, deceptive or unlawful programs;
- or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
    - the code be disclosed or distributed in source code form; or
    - others have the right to modify it.

**c. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

**4. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

**a. Consent for Internet-Based Services.** The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off this feature or not use it. For more information about this feature, see the software documentation. **BY USING THIS FEATURE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

Computer Information. The following feature uses Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based service available to you.



- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.

**b. Misuse of Internet-based Services.** You may not use this service in any way that could harm it or impair anyone else's use of it. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

**5. TIME-SENSITIVE SOFTWARE.** If the version of the software is a trial version, the software will stop running either ninety days or one hundred eighty days after you install it, depending on the trial version you have. You will receive notice before it stops running. You may not be able to access data used with the software when it stops running.

**6. PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.

**7. MICROSOFT WINDOWS SOFTWARE.** The software contains the Microsoft .NET Framework 2.0 and Microsoft Data Access Component 2.8 SP1 software. These software are part of Windows. The license terms for Windows apply to your use of the .NET Framework 2.0 and Microsoft Data Access Component software.

**8. SQL SERVER BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the SQL Server software that accompanies this software.

**9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

**10. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights). You may not

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- use the software for commercial software hosting services.

**11. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

**12. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**13. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”

**14. ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.

**15. UPGRADE.** If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may use the earlier version only as permitted in the Downgrade clause below.

**16. DOWNGRADE.** You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.

**17. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

**18. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting)

**19. SUPPORT SERVICES.** Microsoft provides support services for the software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx)

**20. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

**21. APPLICABLE LAW.**

a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**22. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

**23. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

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It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

#### **LIMITED WARRANTY**

**A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

**B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

**C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

**D. REMEDY FOR BREACH OF WARRANTY. MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.**

**E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.**

**F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

1. **United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

- (800) MICROSOFT;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

2. **Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

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- the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

3. **Outside United States, Canada, Europe, Middle East and Africa.** If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM**

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**PURPOSE AND NON-INFRINGEMENT.** If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

**H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.**

**Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

**Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.**

**GARANTIE LIMITÉE**

**A. GARANTIE LIMITÉE.** Si vous suivez les instructions, le logiciel fonctionnera dans son ensemble comme il est décrit dans la documentation de Microsoft reçue avec ou dans le logiciel.

**B. DURÉE DE LA GARANTIE ; BÉNÉFICIAIRE DE LA GARANTIE ; DURÉE DE TOUTE GARANTIE IMPLICITE.** La garantie limitée couvre le logiciel pendant un an après son acquisition par le premier utilisateur. Si vous recevez des compléments, des mises à jour ou un logiciel de remplacement au cours de cette année, ils seront couverts par la garantie pendant la durée restante ou pendant 30 jours, la période la plus longue étant retenue. Si le premier utilisateur transfère le logiciel, la durée restante de la garantie s'applique au destinataire.

**Dans la limite autorisée par la loi en vigueur, toute garantie ou condition implicite dont vous bénéficiez prendra fin au terme de la garantie limitée.** Certains États n'autorisent pas les limitations portant sur la durée d'une garantie implicite, de sorte que les limitations ci-dessus peuvent ne pas vous être applicables. Elles peuvent également ne pas vous être applicables,

car certains pays n'autorisent pas les limitations portant sur la durée d'une garantie ou condition implicite.

**C. EXCLUSIONS DE LA GARANTIE.** Cette garantie ne couvre pas les problèmes engendrés par vos propres actes (ou absences d'actes), ceux de tiers ou tout autre événement indépendant de la volonté de Microsoft.

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(Last Updated June 12, 2013)

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# BT LMS - Client 2.0: 3<sup>rd</sup> Party EULAs

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## 1. Sentinel HASP/LDK -Command Line Run-time Installer - 6.60

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